

Landmark DeSoto
DeSoto County, Mississippi

Prepared by:
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To the Chancery Clerk of DeSoto County, Mississippi:
The real property described herein is situated in the SE Quarter of the SE Quarter of Section 33, Township 1 South, Range 8 West of DeSoto County, Mississippi.

SECOND AMENDMENT TO DEED OF TRUST

THIS SECOND AMENDMENT TO DEED OF TRUST (this "*Amendment*") is made and entered into as of the 7th day of November, 2005, by and between **MISSISSIPPI EXTENDED CARE CENTERS, INC.**, a Mississippi business corporation, whose address is 763 Avery Boulevard, North, Ridgeland, Mississippi 39157 (the "*Grantor*"), and **JPMORGAN CHASE BANK, N.A.**, a national banking association, successor by merger to Bank One, NA, whose address is 451 Florida Boulevard, Baton Rouge, Louisiana 70801 (the "*Beneficiary*").

WHEREAS, Grantor is the owner of certain real property situated in the County of DeSoto, State of Mississippi, being more particularly described on **Exhibit "A"** attached hereto (said property, together with all buildings, fixtures and improvements located thereon, the "*Property*"); and

WHEREAS, pursuant to a loan agreement dated October 2, 2000, by and between Grantor and Beneficiary, Beneficiary agreed to make a loan to Grantor in the amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) (the "*MECC Loan*"), as evidenced by that certain Promissory Note dated October 2, 2000, made by the Grantor to the order of the Beneficiary, in the principal amount of the Loan and being due and payable in full on October 1, 2002, which note was amended on December 1, 2001, to reflect, *inter alia*, a reduction in the principal amount thereof and an extension of the maturity date to January 1, 2007 (collectively, the "*MECC Note*"); and

WHEREAS, the MECC Note is secured by a deed of trust, dated October 2, 2000, granted by Grantor for the benefit of Beneficiary and recorded in Book 1256 at Page 577 in the office of the Chancery Clerk of DeSoto County, Mississippi, which deed of trust was modified by that certain Extension Agreement dated December 31, 2001, executed by and between Grantor and Beneficiary, recorded in Book 1446 at Page 332 of the land records of the aforesaid

Chancery Clerk (said deed of trust, as modified by said Extension Agreement, hereinafter referred to as the "*Original Deed of Trust*"), which Original Deed of Trust is now a lien on the Property; and

WHEREAS, in addition to the MECC Loan, Beneficiary has made other loans to affiliates of Grantor, namely, Community Extended Care Centers, Inc., a Mississippi corporation ("*CECC*") and Louisiana Extended Care Centers, Inc., a Louisiana corporation ("*LECC*") (which loans, together with the MECC Loan, are hereinafter referred to collectively as the "*Affiliate Loans*"); and

WHEREAS, on August 21, 2002, Beneficiary, Grantor, CECC, and LECC consolidated the Affiliate Loans into a single loan (the "*Consolidation Loan*"), made by Beneficiary, in favor of Grantor, CECC, and LECC, as co-borrowers (the "*Borrowers*"), in the amount of Twenty-Four Million Eight Hundred Twenty-Four Thousand Nine Hundred One and 62/100 Dollars (\$24,824,901.62), pursuant to the terms and conditions of that certain Amended and Restated Loan Agreement (the "*Consolidation Loan Agreement*") dated August 21, 2002, by and between Beneficiary and the Borrowers, as evidenced by that certain promissory note (the "*Consolidation Note*") dated August 21, 2002, made by the Borrowers to the order of Beneficiary, in the principal amount of the Consolidation Loan, and being due and payable on August 21, 2005, which Consolidation Loan amount represents the total outstanding principal and interest due under the Affiliate Loans as of the date hereof; and

WHEREAS, in connection with the Consolidation Loan, the Original Deed of Trust was amended to reflect the indebtedness evidenced by the Consolidation Note pursuant to the terms and conditions of that certain First Amendment to Deed of Trust dated August 21, 2002, by and between Grantor and Beneficiary (the "*First Amendment*") (the Original Deed of Trust and the First Amendment hereinafter collectively referred to as the "*Deed of Trust*"); and

WHEREAS, on even date herewith, Borrowers and Lender agreed to amend the Consolidation Loan Agreement to, *inter alia*, renew the Consolidation Loan in new aggregate principal amount of Twenty-Two Million One Hundred Ninety-One Thousand Four Hundred Ninety-Two And No/100 Dollars (\$22,191,492.00) (the "*Renewal Loan*"), pursuant to the terms and conditions of that certain First Amendment to Amended and Restated Loan Agreement (the "*Renewal Loan Agreement*") of even date herewith, by and between Borrowers and Beneficiary, as evidenced by that certain First Amended and Restated Line of Credit Note (the "*Renewal Note*") of even date herewith, made by Borrowers in favor of Beneficiary, in the principal amount of the Renewal Loan, and being due and payable on August 31, 2010; and

WHEREAS, in connection with the Renewal Loan, Beneficiary will require the execution of various mortgages, pledges, deeds of trust, assignments, security agreements, amendments, guaranties, and certificates (said documents, including this Amendment, the Renewal Note, the Renewal Loan Agreement and any other documents, whether now or hereafter existing, executed in connection with the Renewal Loan, together with any extensions, modifications and renewals thereof, hereinafter collectively referred to as the "*Renewal Loan Documents*");

WHEREAS, the Grantor is now the owner of the Property, and there are no defenses or offsets to the Deed of Trust or the debt that the Deed of Trust secures; and

WHEREAS, the parties desire to amend the Deed of Trust to reflect the indebtedness evidenced by the Renewal Note on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises of the parties hereto, the Grantor and the Beneficiary covenant and agree as follows:

1. The description of "*Loan*", as said term is defined in the Deed of Trust, is hereby amended to include the Renewal Loan, and all references in the Deed of Trust to "*Loan*" are hereby deemed to include the Renewal Loan, together with any and all extensions, modifications, and renewals thereof.
2. Grantor hereby amends the maturity date of the Loan, as said term is defined in the Deed of Trust, to read "August 31, 2010." All references therein to the maturity date of the Loan and the obligations secured by the Deed of Trust shall be deemed to be August 31, 2010.
3. The description of "*Note*", as said term is defined in the Deed of Trust, is hereby amended to include the Renewal Note, and all references in the Deed of Trust to "*Note*" are hereby deemed to include the Renewal Note, together with any and all extensions, modifications and renewals thereof.
4. The description of "*Loan Agreement*", as said term is defined in the Deed of Trust, is hereby amended to include the Renewal Loan Agreement, and all references in the Deed of Trust to "*Loan Agreement*" are hereby deemed to include the Renewal Loan Agreement, together with any and all extensions, modifications and renewals thereof.
5. The description of "*Loan Documents*", as said term is defined in the Deed of Trust, is hereby amended to include the Renewal Loan Documents, and all references in the Deed of Trust to "*Loan Documents*" are hereby deemed to include the Renewal Loan Documents.
6. The Grantor shall comply with the other terms of the Deed of Trust, except as modified herein. In the event that the terms and provisions contained in the Deed of Trust in any way conflict with the terms and provisions contained in this Amendment, the terms and provisions of this Amendment shall prevail, and as modified by this Amendment, the Deed of Trust is hereby ratified and confirmed.
7. Nothing herein contained shall in any matter affect the priority or lien of the Deed of Trust securing the Renewal Note and the MECC Note. It is the intention of the Grantor and Beneficiary that this Amendment shall not constitute a novation of the MECC Note, the Deed of Trust, or the indebtedness secured thereby.
8. This Amendment shall be binding on the heirs, executors, administrators, successors and assigns of the Grantor and the Beneficiary.

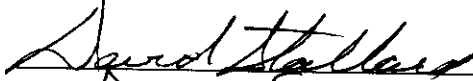
9. This Amendment may be executed in any number of counterparts which, when taken together as a whole, shall constitute a single instrument.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Grantor and Beneficiary have executed this Amendment on the day, month and year first set forth above.


GRANTOR:

MISSISSIPPI EXTENDED CARE CENTERS, INC.

By: 
Name: David Stallard
Title: President

BENEFICIARY:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Michael Blue
Title: VP

STATE OF LouisianaCOUNTY/PARISH OF St. Tammany

Personally appeared before me, the undersigned authority in and for the said county/parish and state, on this 22 day of December, 2005, within my jurisdiction, the within named Daniel Stallard, who acknowledged that he/she is the President of Mississippi Extended Care Centers, Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he/she executed the above and foregoing Amendment, after first having been duly authorized by said corporation to do so.


 NOTARY PUBLIC

Samuel A. Blaize

My Commission Expires:

at death
 [AFFIX NOTARIAL SEAL]

STATE OF LouisianaCOUNTY/PARISH OF East Baton Rouge

Personally appeared before me, the undersigned authority in and for the said county/parish and state, on this 28th day of December, 2005, within my jurisdiction, the within named Michael Blue, who acknowledged that he/she is Vice President of JPMorgan Chase Bank N.A., a national banking association (the "Bank"), and that for and on behalf of the said Bank, and as its act and deed, he executed the above and foregoing Amendment, after first having been duly authorized by said Bank so to do.

Sharon L. Morris
NOTARY PUBLIC

My Commission Expires:

at death
[AFFIX NOTARIAL SEAL]

Sharon L. Morris, Notary Public
LA Bar Roll No.: 27582
Commissioned for East Baton Rouge, Louisiana
Qualified to act Statewide
My Commission is for Life.

EXHIBIT "A"
REAL PROPERTY DESCRIPTION

PART OF SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
 SECTION 33,
 T-1-S, R-8-W, DESOTO COUNTY, MISSISSIPPI
 MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

Commencing at the Southeast Corner of the Southeast Quarter of the Southeast
 Quarter of said Section, said point being the intersection of the Centerline of Nail
 Road and Tulane Road;

Thence West a distance of 190.10 feet;

Thence North a distance of 39.22 feet to the North Right-of-Way line of said Nail
 Road and to the Point of Beginning;

Thence South $89^{\circ}51'30''$ West along said North Right-of-Way line a distance of
 485.24 feet;

Thence North $00^{\circ}08'30''$ West a distance of 49.37 feet;

Thence North $25^{\circ}16'00''$ East a distance of 947.30 feet;

Thence North $67^{\circ}41'49''$ East a distance of 80.82 feet to the West Right-of-Way
 line of Tulane Road, said point being a Curve;

Thence Southerly along said Right-of-Way line of Tulane Road, a Curve to the
 Right, having a Delta of $17^{\circ}08'32''$, a Radius of 2251.83 feet, a Chord of South
 $12^{\circ}51'39''$ East 671.22 feet;

Thence South $85^{\circ}40'51''$ West a distance of 150.00 feet;

Thence along a Curve to the Right having a Delta of $04^{\circ}10'39''$, a Radius of
 2101.83 feet, a Chord of South $02^{\circ}17'40''$ East 153.21 feet;

Thence South $00^{\circ}08'30''$ East a distance of 116.75 feet to the Point of Beginning
 and containing 7.45 acres.